II. RESPONSIBILITIES OF THE PARTIES

- A. SWBT will record all IXC transported messages for Sprint carried over all Feature Group Switched Access Services that are available to SWBT-provided recording equipment or operators. Unavailable messages (i.e., certain operator messages which are not accessible by SWBT-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by SWBT.
- B. SWBT will perform assembly and editing, message processing and provision of applicable Access Usage Record detail message detail for IXC transported messages if the messages are recorded by SWBT.
- C. SWBT will provide access usage records that are generated by SWBT.
- D. Assembly and editing will be performed on all IXC transported messages recorded by SWBT during the billing period established by SWBT and selected by Sprint from Exhibit III-B.
- E. Standard EMR record formats for the provision of access usage record detail will be established by SWBT and provided to Sprint using guidelines as established in the Bellcore EMR document.
- F. Recorded access usage record detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.
- G. SWBT will provide message detail to Sprint either on magnetic tapes or in data files, depending on the option contracted for by Sprint in Exhibit III. Only **ONE** method may be selected by Sprint.

1. Magnetic Tapes

- a. SWBT will supply the magnetic tapes, which will be provided without the return of previously supplied tapes.
- b. Sprint will specify one of the following options for provision of tapes:
 - 1) SWBT may send the tapes to Sprint via first class U.S. Mail Service or an equivalent service of SWBT's choice, or
 - 2) Sprint may pick up the magnetic tapes at a location designated by SWBT.
 - 3) If, at the request of Sprint, overnight delivery other than those provided in 1 & 2 above is requested, the cost of this delivery will be at the expense of Sprint.

2. Data Files

The message detail may be transmitted to Sprint in data files via data lines using software and hardware acceptable to both parties.

- H. In Exhibit III Sprint will identify separately the location where the tapes and any data transmissions should be sent (as applicable) and the number of times each month the information should be provided. SWBT reserves the right to limit the frequency of transmission to exclude weekends and holidays.
- I. SWBT will determine the number of magnetic tapes or data files required to provide the recorded access usage record detail to Sprint.
- J. Recorded access usage record detail previously provided Sprint and lost or destroyed through no fault of SWBT will not be recovered and made available to Sprint except on an individual case basis at a cost determined by SWBT.
- K. When SWBT receives rated billable messages from an Interexchange Carrier or another Local Exchange Carrier that are to be billed by Sprint, SWBT will forward those messages to Sprint.
- L. When SWBT has rated billable message detail originating from Sprint's end users requiring billing by another Local Exchange Carrier, SWBT will forward such messages to the appropriate Billing Company
- M. SWBT will record the applicable detail necessary to generate access usage records and forward them to Sprint for its use in billing access to the Interexchange Carrier.

III. BASIS OF COMPENSATION

- A. Compensation for recording, assembly and editing, rating, message processing and provision of messages provided hereunder by SWBT for the Sprint shall be based upon the rates and charges set forth in Exhibit III, BASIS OF COMPENSATION.
- B. When message detail is entered on a magnetic tape or data file for provision of message detail to Sprint, a per record charge will apply for each record processed. SWBT will determine the charges based on its count of the records processed.

IV. LIABILITY

- A. Except as otherwise provided herein, neither party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first party to comply with the obligations stated herein. Each party is obliged to use its best efforts to mitigate damages.
- B. When the Recording Company is notified or determines that, due to error or omission, incomplete data has been provided to Sprint, the Recording Company will make reasonable efforts to locate and/or recover the data and provide it to Sprint at no

additional charge. Such requests to recover the data must be made within 45 days from the date the details initially were made available to Sprint. The Recording Company shall have no further obligation to recover the data and shall have no further liability to Sprint, if the discovery is not made within such 45 days, as described above.

- C. If, despite timely notification by Sprint, message detail is lost and unrecoverable as a direct result of the Recording Company having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, the Recording Company will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, the Recording Company's liability to Sprint shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail
- D. The Recording Company will not be liable for any costs incurred by Sprint when Sprint is transmitting data files via data lines and a transmission failure results in the non-receipt of data by the Recording Company.
- E. With the exception of claims arising from SWBT's gross negligence or intentional misconduct, Sprint agrees to defend, indemnify, and hold harmless the Recording Company from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, or other suits brought by any party that arise out of the use of this service by Sprint, its customers or end users. The LSP shall defend against all end users' claims just as if Sprint had provided such service to its end users with its own employees.
- F. With the exception of claims arising from SWBT's gross negligence or intentional misconduct, Sprint also agrees to release, defend, indemnify and hold harmless the Recording Company from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by Recording Company employees and equipment associated with provision of this service. This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this service.
- G. With the exception of claims arising from SWBT's gross negligence or intentional misconduct, Sprint also agrees to release, defend, indemnify and hold harmless the Recording Company from any claim, demand or suit to perform under this contract should any regulatory body or any State or Federal Court find the existing terms of this contract to either be illegal, unenforceable, against public policy, or improper for the Recording Company.

The attached pages of this Exhibit I show the service options that are offered under this Attachment and the charges that are associated with each option. Alphabetical and numerical references in the CHARGES columns are to rates and charges set forth in Exhibit III, BASIS OF COMPENSATION.

EXHIBIT I

EXPLANATION OF SERVICE OPTIONS

ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

- Option #1: SWBT performs recording, assembly and editing, rating of billable message detail and creates an Access Usage Record (AUR) for all 1+ Interexchange Carrier (IXC) transported messages originating from Sprint end office telephone network and forwards both billable message detail records and AUR records to Sprint.
- Option #2: SWBT performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from Sprint end office. SWBT creates Access Usage Records for this traffic and forwards those AUR records to Sprint.
- Option #3: The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from Sprint end office. SWBT performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to Sprint.

ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

- Option #4: Sprint Non-Equal Access End Office The Interexchange Carriers do their own billable message recording. SWBT performs local and intraLATA operator services for Sprint. SWBT performs recording at the operator switch for all 0+, 0-Coin Sent Paid, CAMA and International IXC transported messages. SWBT assembles and edits this data, creates AURs and forwards the AUR records to Sprint.
- Option #5: Sprint Equal Access End Office The Interexchange Carriers do own billable message recording. SWBT performs local and intraLATA operator services for Sprint. SWBT performs recording at the operator switch for 0- only IXC transported messages. SWBT assembles and edits this data, creates AURs and forwards the AUR records to Sprint.
- Option #6: Sprint Equal or Non-Equal Access End Office Interexchange Carriers do own billable message recording. Sprint chooses to have SWBT purchase source information from IXC in order to have information required to create Access Usage Records. SWBT assembles and edits this data, creates AURs and forwards the AUR records to Sprint.
- Option #7: Interexchange Carrier does its own billable message recording and forwards to SWBT the billable message detail for assembly and editing and rating of these operator service IXC transported messages. SWBT forwards the rated billable message detail to the appropriate billing company, creates an AUR and forwards the AUR records to Sprint. This situation occurs when Sprint has not signed a

rating takeback waiver with the Interexchange Carrier.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL

- Option #8: SWBT performs SSP function for Sprint end office and bills query charge to the appropriate Interexchange Carrier. SWBT performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards AUR records to Sprint.
- Option #9: SWBT performs SSP function for Sprint end office. Sprint performs billing of query charge to the appropriate Interexchange Carrier. SWBT performs recording at the SSP for Access purposes only, assembles and edits this data, creates AURs and forwards AUR records to Sprint. SWBT performs recording at the SCP for query billing purposes only, assembles and edits this data, creates SCP records and forwards SCP records to Sprint.
- Option 10: SWBT performs SCP function for Sprint. SWBT performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to Sprint.

TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

- Option 11: SWBT provides tandem function for Sprint. Sprint requests SWBT to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. SWBT creates terminating AURs for this data and forwards AUR records to Sprint.
- Option 12: SWBT provides tandem function for Sprint. Sprint requests SWBT to provide all Feature Group B terminating usage recordings excluding B over D. SWBT creates terminating AURs for this data and forwards AUR records to Sprint.
- Option 13: SWBT provides tandem function for Sprint. Sprint requests SWBT to provide all Feature Group B terminating usage recordings including Feature Group B over D. SWBT creates terminating AURs for this data and forwards AUR records to Sprint.
- Option 14: SWBT provides tandem function for Sprint. Sprint requests SWBT to provide all Feature Group D terminating usage recordings including B over D and C over D. SWBT creates terminating AURs for this data and forwards AUR records to Sprint.
- Option 15: SWBT provides tandem function for Sprint. Sprint requests SWBT to provide all Feature Group D terminating usage recordings including B over D. SWBT creates terminating AURs for this data and forwards AUR records to Sprint.

MESSAGE PROVISIONING:

Option 16: SWBT will forward all IXC transported message detail records or access usage records to LSP generated internally within SWBT system or received via CMDS from an Interexchange Carrier or another Local Exchange Carrier telephone company. LSP forwards rated IXC transported message detail or access usage detail to SWBT for distribution to the appropriate billing company through SWBT's internal network or using the CMDS network.

ATTACHMENT RECORDING EXHIBIT II SELECTED SERVICE OPTIONS AND METHOD OF PROVISION Page 1 of 4

EFFECTIVE:	•
Attached to and made a part of the RECORDIN PROVISION OF INTEREXCHANGE CARRIAGREEMENT effective, Company and	ER TRANSPORTED MESSAGE DETAIL 19, between Southwestern Bell Telephon
The service options and method of provision se indicated on page 2, attached, of this Exhibit II. shown in Exhibit I.	
	,
Approved and executed the day of	, 19
	SOUTHWESTERN BELL TELEPHONE COMPANY
By:	By:
(Title)	(Title)

ATTACHMENT RECORDING EXHIBIT III-A Page 1 of 1 BASIS OF COMPENSATION

EFFECTIVE:	
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Sprint shall pay SWBT the following amounts for services provided under the Recording, Message Processing and Provision of Message Detail Attachment.

TY	PE OF ACTIVITY	RATE
A.	Recording Per AUR	\$.0100
B.	Assembly and Editing Per Message and/or AUR	\$.0050
C.	Rating Per Message	\$.0050
D.	Message Processing Per Message and/or AUR	\$.0050
E.	Provision of Message Detail Per Record	\$.0030

ATTACHMENT RECORDING EXHIBIT III-B Page 1 of 2

INVOICE DESIGNATION

COMPA	NY NAN	Æ:								<u>-</u> -						
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ATTACHMENT RECORDING EXHIBIT III-B Page 2 of 2

Check One: Daily (Full Status RAO Companies will receive AURs daily.)	
Daily (Full Status RAO Companies will receive AURs daily.)	
Bill period (A maximum of five dates may be chosen.) A file is a workdays from each bill period date, and three additional days shallowed for distribution. Circle a maximum of five bill period dates:	
1 3 5 7 9 11 13 15 17 19 21 23 25	27 29
TAPE MAILING ADDRESS: (Full RAO Companies will receive AURs at the same address as billable message	: toll.)

Attachment Recording
Page 13
Exhibit I - Page 1 of 5

ATTACHMENT RECORDING EXHIBIT I

SERVICES and ASSOCIATED CHARGES

ORIGINATING 1+ DDD RECORDINGS IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

SERVICE OPTION	Asse &	embly	M e	essage	Provision of	Source
NUMBER	Recording	Editing	Rating Pro	cessing	Message Detail	<u>Information</u>
1 .	Α	В	C	D	Е	N/A
2	Α	В		D	E	N/A
3	Α	В		D	E	N/A

Attachment Recording
Page 14
Exhibit I - Page 2 of 5

APPENDIX RECORDING EXHIBIT I

SERVICES and ASSOCIATED CHARGES

ORIGINATING OPERATOR RECORDINGS IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

SERVICE OPTION NUMBER	Recording	Assembly & <u>Editing</u>	Message Rating Processing	Provision of <u>Message Detail</u>	Source <u>Information</u>
4	Α	В	D	E	
5	Α	В	D	Е	
6		В	D	E	F1 or F2
7		В	C D	E	

Attachment Recording
Page 15
Exhibit I - Page 3 of 5

APPENDIX RECORDING EXHIBIT I

SERVICES and ASSOCIATED CHARGES

800 SERVICE RECORDINGS IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

SERVICE OPTION NUMBER	Recording	Assembly & <u>Editing</u>	Message Rating Processing	Provision of Message Detail	Source Information
8	Α	В	D	E	
9	Α	В	D	E	
10	Α	В	D	E	

Attachment Recording
Page 16
Exhibit I - Page 4 of 5

APPENDIX RECORDING EXHIBIT I

SERVICES and ASSOCIATED CHARGES

TERMINATING RECORDINGS IXC TRANSPORTED ACCESS USAGE RECORDS

SERVICE OPTION NUMBER	Recording	Assembly & & <u>Editing</u>	Message Rating Processing	Provision of Message Detail	Source <u>Information</u>
11	Α	В	D	E	
12	A	В	D	E	
13	. A	В	D	E	
14	Α	В	D	E	
15	Α	B	D	E	

Exhibit I - Page 5 of 5

APPENDIX RECORDING EXHIBIT I

SERVICES and ASSOCIATED CHARGES

MESSAGE PROVISIONING IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

SERVICE OPTION NUMBER	Recording	Assembly & <u>Editing</u>	Message Rating Processing	Provision of Message Detail	Source Information
16				E*	

*Charging for this option is not applicable under this Agreement if Contracting Company has also signed the Hosting Agreement with Southwestern Bell.

Attachment Recording
Page 18
Exhibit II - Page 2 of 4

APPENDIX RECORDING EXHIBIT II

SELECTED SERVICE OPTIONS AND METHOD OF PROVISION

EFFECTIVE DATE: _____

1+	DDD Op	tions	Ope	rator H	andle Option	d s		800 :	Service Option		· P ···································	Teri	minatir Opti	ng AUR	·	·	Provis Optic	ioning	lessage 3
NPA/NXX 1 2 3 4				5	6	7	-	8	9	10		11	12	13	15		16		
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Numerical references are to specific service options listed in Exhibit I.

Attachment Recording
Page 19
Exhibit II - Page 3 of 4

APPENDIX RECORDING EXHIBIT II

SELECTED SERVICE OPTIONS AND METHOD OF PROVISION

EFFECTIVE DATE:

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Numerical references are to specific service options listed in Exhibit I.

Attachment Recording
Page 20
Exhibit II - Page 4 of 4

APPENDIX RECORDING EXHIBIT II

SELECTED SERVICE OPTIONS AND METHOD OF PROVISION

EFFECTIVE DATE:

METHOD OF PROVISION:

Circle One:

Data File

9 Track Magnetic Tape

18 Track Magnetic Tape

ATTACHMENT 25: BCR BILLING, COLLECTING AND REMITTING APPENDIX

This Attachment sets forth the terms and conditions that apply to those telecommunications services for which charges are billed and collected by one Local Exchange Carrier (LEC) but earned by another LEC; and to establish procedures for the billing, collecting and remitting of such charges and for compensation for the services performed in connection with the billing, collecting and remitting of such charges.

I. DEFINITIONS

- A. Bellcore Client Company Calling Card and Third Number Settlement (BCC CATS) System - Nationwide system used to produce information reports that are used in the settlement of Local Exchange Carrier (LEC) revenues recorded by one BCC (or LEC) and billed to an end user of another BCC (or LEC) as described in accordance with the Bellcore Practice BR 981-200-110.
- B. Charges the amount approved or allowed by the appropriate regulatory authority to be billed to an end user for any of the services described in Section II., rendered by a LEC to an end user.
- C. Compensation the amount to be paid by one Party to the other Party for billing, collecting and remitting of charges as set forth in Section IV.
- D. IntraLATA within a Local Access and Transport Area (LATA) IntraLATA messages are those messages, either intrastate or interstate, which originate and terminate within a LATA. The term "IntraLATA messages," as used herein, shall only include those that qualify for the Bellcore Client Company BCC CATS process.
- E. InterLATA between Local Access and Transport Areas (LATAs) as defined in the FCC's CC Docket No. 78-72. InterLATA messages are those messages which originate in one LATA and terminate in a different LATA. The term "InterLATA messages" as used herein, shall only include those that qualify for the Bellcore Client Company BCC CATS process.
- F. Local Exchange Carrier (LEC) as used in this Attachment shall mean those Local Exchange Carriers or Local Service Providers using BCC CATS as a message tracking system.
- G. Local Message Local messages are those messages which originate and terminate within the area defined as the local service area of the station from which the message originates.
- H. Revenues the sum of all or part of the charges as defined above.

II. SCOPE OF ATTACHMENT

This Attachment shall apply to procedures for the billing, collecting and remitting of revenues (and compensation to either Party for billing, collecting and remitting of such revenues) derived from the following services:

- 1) LEC-carried (traffic transported by facilities belonging to a LEC) local messages of the following types:
 - a. Local Message Service Charges Billed to a Calling Card or to a Third Number.
 - b. Directory Assistance Calls Charged to a Calling Card or to a Third Number.
 - Public Land Mobile Radiotelephone Transient-Unit Local Message Service (Mobile Channel Usage Link Charge).
 - d. Maritime Mobile Radiotelephone Service and Aviation Radiotelephone Service (Marine, Aircraft, High Speed Train Radio Link Charges).
- 2) LEC-carried Interstate IntraLATA and Interstate InterLATA telecommunications services that qualify for and flow through the BCC CATS process as addressed in the Bellcore Practice BR 981-200-110, of the following types:
 - a. Interstate IntraLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
 - b. Interstate InterLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
 - c. Radio Link Charges where service is provided by one LEC and billed by another LEC.

III. RESPONSIBILITIES OF THE PARTIES

- A. Sprint agrees to bill, collect and remit to SWBT the charges for the services described in Section II which are provided by any LEC (including SWBT), to be billed to end users of Sprint.
- B. In those cases in which the charges for the services listed in Section II are due any LEC other than SWBT, SWBT will arrange to transfer these charges to the appropriate company in accordance with accepted industry standards.

- C. Charges for the services listed in Section II which are to be billed, collected and remitted by Sprint shall be remitted by Sprint to SWBT within 30 days of the date of the bill.
- D. SWBT agrees to bill, collect and remit to Sprint the charges for the services described in Section II provided and earned by Sprint when charges are to be billed by another LEC (including SWBT) to its respective end users.
- E. Charges for the services listed in Section II to be billed, collected and remitted by SWBT or any other LEC shall be remitted by SWBT to Sprint within 30 days of the date of the bill.
- F. The full amount of the charges transmitted to either Party for billing, collecting and remitting shall be remitted by the Party whose end users are being billed, without setoff, abatement or reduction for any purpose, other than to deduct the compensation, as described in Section IV, due the Party for performing the end user billing function. The Party billing the end user shall be responsible for all uncollectible amounts related to the services described in Section II.
- G. Each Party will furnish to the other such information as may be required for monthly billing and remitting purposes.

IV. COMPENSATION

Each Party will compensate the other Party in the amount of \$.08 for each charge billed for any service described in Section II 1) by a billing Party and subsequently remitted by such billing Party to the other Party hereto. Each party will compensate the other Party in the amount of \$0.05 for each charge billed for any service described in Section II 2) by a billing party and subsequently remitted by such billing Party to the other Party hereto. Such compensation shall be paid (unless a Party has collected such compensation as described in Section III.F. above) within 30 days of the date of a bill for such compensation by the Party performing the billing, collecting and remitting functions described in Section III.

V. SETTLEMENT REPORT

SWBT shall issue monthly reports containing the results of the processing of BCR Records to each participating LEC. These reports list the (a) amounts owed by the LEC for billing messages originated by others; (b) amounts due to LEC for LEC-originated messages billed by others; (c) applicable billing charges; and (d) amounts due to unbillable adjustments (increases for billing company and decreases for earning company).

ATTACHMENT 26: DEFINITIONS

<u>A-links</u> means a diverse pair of facilities connecting local and office switching centers with Signaling Transfer Points (STPs).

<u>Access Tandem</u> denotes a switching system that provides a concentration and distribution function for originating or terminating interexchange traffic between end offices and interexchange carriers.

Act means the Telecommunications Act of 1996.

Affiliate means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this Paragraph, the term own means to own an equity interest (or the equivalent thereof) of more than ten percent (10%).

<u>Ancillary Services</u> are services which support but are not required for interconnection of telecommunication networks between two or more parties, e.g., 911, DA, Operator Services, Directory and LIDB Service.

Advanced Intelligent Network (AIN) has the meaning set forth in Attachment 6.

AMA means the Automated Message Accounting structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE which defines the industry standard for message recording.

As defined, described or required by the Act means as specifically defined by or as described by or as required by the Act and as from time to time interpreted in the duly authorized and effective rules and regulations of the FCC or the State Commission or by courts of competent jurisdiction.

Access Service Request (ASR) means an industry standard form used by the Parties to add, establish, change or disconnect trunks, circuits and/or facilities for purposes of Interconnection.

Automatic Location Identification (ALI) is as defined in Attachment 15.

<u>Automatic Route Selection (ARS)</u> is a service feature that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.

<u>Bell Communications Research (Bellcore)</u> means an organization originally owned jointly by the Bell regional companies that conducts research in development projects for its owners, including development of new telecommunications services. Bellcore also provides certain centralized technical and management services for the regional holding companies.

Billing Number means the number to which charges for a call are billable.

BLV/BLI (Busy Line Verify/Busy Line Interrupt) Traffic or BLV/BLI Call means an operator call in which the end user inquires as to the busy status of, or requests an interruption of, a call on an Exchange Service.

<u>CABS</u> means the Carrier Access Billing System which is contained in a document prepared under the direction of the Billing Committee of the OBF. The Carrier Access Billing System document is published by Bellcore in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services.

<u>Calling Party Number or CPN</u> is a feature of signaling system 7 (SS7) protocol whereby the 10-digit number of the calling party is forwarded from the end office.

<u>Central Office switch</u> means a single switching system within the public switched telecommunications network. Central Office Switches may be employed as combination End Office/Tandem Office switches (combination Class 5/Class 4). Central Office Switches include the following:

<u>End Office Switches</u> which are Class 5 switches where end user Exchange Services are directly connected and offered.

<u>Tandem Office Switches</u> which are Class 4 switches used to connect and switch trunk circuits between Central Office Switches.

<u>CENTREX</u> means a Telecommunications Service that uses central office switching equipment for call routing to handle direct dialing of calls, and to provide many private branch exchange-like features; the term includes PLEXAR service.

<u>CENTREX-Like Common Block</u> means a specific set of switch program instructions which define the communications capabilities of a CENTREX-like business group. The common block defines feature operations such as intercom calling, DID, DOD, etc.

<u>Centralized Message Distribution System (CMDS)</u> is a generic term that refers to all applications using the centralized nationwide system for the interexchange of data

through a network of private line transmission facilities. The CMDS transport system is used the Bellcore Client Companies (BCCs) and CTUs (through a sponsor relationship with a BCC) for the efficient transmission and exchange of in-collects and out-collects such as billable records, Access Usage Records (AURs), Summary Usage Records (SURs) and Intercompany Settlement (ICS) messages provided through BCC-CATS.

<u>CLASS</u> (<u>Custom Local Area Signaling Service</u>) and <u>Custom Features</u> means a grouping of optional enhancements to basic local exchange service that offers special call handling features to residential and single-line business customers (e.g., call waiting, call forwarding and automatic redial).

<u>CNAM Service Inquiry</u> means a message in American National Standards Institutes (ANSI) standard SS7 signaling protocol which represents a request to a calling name database for calling name information.

<u>Collocation</u> means an arrangement whereby one Party's (the Collocating Party) facilities are terminated in its equipment necessary for Interconnection or for access to Network Elements on an unbundled basis which has been installed and maintained at the premises of a second Party (the Housing Party). Collocation may be physical or virtual. In Physical Collocation, the Collocating Party installs and maintains its own equipment in the Housing Party's premises. In Virtual Collocation, the Housing Party owns, installs and maintains the collocated equipment in the Housing Party's premises.

Combinations means the combination of more than one unbundled Network Element.

<u>Common Channel Signaling or CCS</u> is a special network, fully separate from the transmission path of the public switched network, that digitally transmits call set-up and network control data. SWBT uses the Bellcore version of CCS protocol, generally referred to as SS7.

<u>Communications Channel Signaling (CCS)</u> See Common Channel Signaling above.

<u>Conduit</u> means a tube or protected throughway that may be used to house communication or electrical cables. Conduit may be underground or above ground (for example, inside buildings) and may contain one or more inner ducts.

<u>Confidential Information</u> has the meaning set forth in the General Terms and Conditions of the Agreement.

<u>Contract Year</u> means a twelve (12) month period during the term of the contract commencing on the Effective Date and each anniversary thereof.

Cross Connection has the meaning set forth in Attachment 6.

Customer Premises Equipment (CPE) - As defined in the Act.

<u>Customer Usage Data</u> means the local Telecommunications Services usage data for usage sensitive services of a Sprint Customer, measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by SWBT and forwarded to Sprint.

Data Management System (DMS) has the meaning set forth in Attachment 15.

<u>Dialing Parity</u> is as defined in the Act. As used in the Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.

<u>Digital Signal Level</u> means one of several transmission rates in the time-division multiplex hierarchy.

<u>Digital Signal Level 0 or DS0</u> means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

<u>Digital Signal Level 1 or DS1</u> means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

<u>Digital Signal Level 3 or DS3</u> means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

Directory Listings has the meaning set forth in Attachment 18.

<u>Discloser</u> means that party to this Agreement which has disclosed Confidential Information to the other party.

<u>Effective Date</u> is the date indicated in the Preface on which the Agreement shall become effective.

<u>Electronic File Transfer</u> means any system/process which utilizes an electronic format and protocol to send/receive data files.

<u>EMR</u> means the Exchange Message Record System used among SWBT for exchanging telecommunications message information for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, published by Bellcore and which defines the industry standard for exchange message records.